

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION 05-285
ANNUAL REQUIREMENTS FOR MEAL PROVISIONS FOR THE
EASTERDAY REC CENTER - ADULT DAY STRUCTURE

DATE: January 3, 2006

CONTRACT PERIOD: Jan. 1, 2006 to Dec. 31, 2006

CONTRACTOR: Madonna Rehabilitation Hospital
5401 South St.
Lincoln NE 68506

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Victor Witkowicz
Telephone No.: 402-483-9538
FAX No.: 402-483-9433
E-Mail Address: lostrem@madonna.org

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER SPECIFICATIONS & CONTRACT DATED NOVEMBER 15, 2005

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #75193
Dated: 12-29-2005

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 29th day of November 2005, by and between Madonna Rehabilitation Hospital 5401 South St. Lincoln NE 68506 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Unit Price Contract for Meal Provisions for Easterday Rec Center Adult Day Structure

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all meals to and from Easterday Recreation Center, 6130 Adams Street, Lincoln, NE 68507, Spec. 05-285 (b) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$2.85 (Meals - Regular, Pureed, Diet, Vegetarian, Specialized and Mechanical Soft)
\$35.00 per day delivery charge

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be December 31, 2006.

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.
dated

075193

Dec 29, 2005

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

(Address)

ATTEST:

Secretary

(SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Madonna Rehabilitation Hospital
Name of Organization

Non Profit Corporation
Type of Organization

5401 South St., Lincoln NE 68506

(Address)

By: Marsha Lommel
Member Marsha Lommel President & CEO

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Company Name Madonna Rehabilitation Hospital

PROPOSAL FOR
UNIT PRICE CONTRACT
MEAL PROVISIONS FOR THE EASTERDAY RECREATION CENTER ADULT DAY STRUCTURE
Specification 05-285

I/We the undersigned, having read the attached specifications and Conditions required for this proposal, hereby propose to furnish labor and materials in accordance with these conditions on the following unit price basis.

Prices are to be held for one year:

MEAL RATES: Amount that the Vendor will bill the owner for meals provided. Meal rates shall include all insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates shown below:

A.1.	Regular Meal	\$ <u>2.85</u>	per meal
A.2.	Pureed Meal	\$ <u>2.85</u>	per meal
A.3.	Diet Meal	\$ <u>2.85</u>	per meal
A.4.	Vegetarian Meal	\$ <u>2.85</u>	per meal
A.5.	Specialized Meal	\$ <u>2.85</u>	per meal
A.6.	Mechanical Soft Meal	\$ <u>2.85</u>	per meal
A.7.	Delivery Charge	\$ <u>35.00</u>	per day

Fuel Surcharge not to exceed 7% when average city fuel price meets or exceeds \$2.85/gallon

These Unit Price Proposals are offered by Madonna Rehabilitation Hospital, hereinafter referred to as the Bidder,

- ☒ A corporation organized and existing under the laws of the state of Nebraska
☐ A partnership doing business as _____
☐ An individual doing business as _____

Addenda: Bidder has received Addenda No(s). _____, and has included their provisions in this bid.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____ YES X NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-285**

Madonna Rehabilitation Hospital
COMPANY NAME

[Signature]
BY (Signature)

5401 South St.
STREET ADDRESS or P.O. BOX

Victor Witkowiec
(Print Name)

Lincoln, NE 68506
CITY, STATE ZIP CODE

Sr. Vice President & CFO
(Title)

402-483-9538 402-483-9433
TELEPHONE No. FAX No.

11-15-05
(Date)

By check, net 15 days of billing
TERMS OF PAYMENT

daily M-F, excluding holidays
ESTIMATED DELIVERY DAY

lostrem@madonna.org
E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword bid